

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552703

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carlton One Engagement ULC		12/06/2019	Unlimited liability corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia, as Agent		
<b>Street Address:</b>	40 King Street West		
<b>Internal Address:</b>	Scotia Plaza, 55th		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1H1		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3568850	POWER2MOTIVATE	
<b>Registration Number:</b>	3684822	P2M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295819		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(312) 288-3586		
<b>Email:</b>	CLS-ResultsChicagoUCC@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	12/10/2019		
<b>Total Attachments: 23</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Carlton One Engagement ULC

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Unlimited liability corporation

Citizenship (see guidelines) Province of British Columbia

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 6, 2019

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: The Bank of Nova Scotia, as Agent

Street Address: 40 King Street West, Scotia Plaza, 55th

City: Toronto

State: Ontario

Country: Canada      Zip: M5H 1H1

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank      Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

None.

B. Trademark Registration No.(s)

3,588,850; 3,684,822

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois      Zip: 60603

Phone Number: 312-845-3274

Docket Number:

Email Address: lamantia@chapman.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**  for Chapman and Cutler LLP

December 9, 2019

Signature

Date

Diandra M. LaMantia, Project Assistant

Total number of pages including cover sheet, attachments, and document: 23

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CARLTON ONE ENGAGEMENT ULC**

**GENERAL SECURITY AGREEMENT**

**THIS GENERAL SECURITY AGREEMENT** (as amended, modified, supplemented, restated or replaced from time to time, this "**Agreement**") dated as of December 6, 2019, made by **CARLTON ONE ENGAGEMENT ULC**, a corporation existing under the laws of the Province of British Columbia (together with any successors, by amalgamation or otherwise, and permitted assigns, the "**Obligor**"), in favour of **THE BANK OF NOVA SCOTIA**, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity, the "**Agent**") for itself and the other Lender Parties (as defined below).

**WITNESSETH:**

**WHEREAS** pursuant to a credit agreement dated as of December 6, 2019 (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "**Credit Agreement**"), among the Agent, the financial institutions party thereto from time to time, as lenders (each, a "**Lender**" and, collectively, the "**Lenders**" and, together with their respective Affiliates, the Agent and each of their respective successors and assigns, the "**Lender Parties**") and the Obligor and CGGR Operations Holding Corporation (together with their respective successors and permitted assigns, collectively, the "**Borrowers**"), as borrowers, the Lenders have extended Commitments to make Advances to the Borrowers;

**AND WHEREAS** as a condition precedent to the making of Advances under the Credit Agreement, the Obligor is required to execute and deliver this Agreement as continuing collateral security to secure the performance of the Obligations (as defined below);

**AND WHEREAS** the Obligor has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Advances to the Obligor pursuant to the Credit Agreement, the Obligor agrees, for the benefit of each Lender Party, as follows:

1. As general and continuing security for the payment and performance of the Obligations the Obligor grants, assigns, transfers, sets over, grants a security interest in, mortgages and charges to the Agent, for the benefit of the Lender Parties, as and by way of a fixed and specific mortgage, charge and security interest in, all of the present and after-acquired assets, property (both real and personal) and undertaking of the Obligor and in all right, title and interest which the Obligor now has or may hereafter have in all of its assets, property and undertaking, including without limitation, all present and after acquired assets, property and undertaking of the kinds hereinafter described (collectively, the "**Collateral**");

- (a) all goods comprising the inventory of the Obligor, including but not limited to goods held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in progress or materials used or consumed in a business or profession or finished goods, including, without limitation, "inventory" as defined in the PPSA (hereinafter sometimes collectively referred to as "**Inventory**");

- (b) all goods which are not Inventory, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, including, without limitation, "equipment" as defined in the PPSA (hereinafter sometimes collectively referred to as "**Equipment**");
- (c) all Computer Hardware and Software Collateral (as defined below);
- (d) all accounts, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Obligor and all claims of any kind which the Obligor now has or may hereafter have, including but not limited to claims against the Crown and claims under insurance policies (hereinafter sometimes collectively referred to together with intangibles and the Collateral described in Sections 1(f) and (n) as "**Receivables**");
- (e) all Intellectual Property Collateral (as defined below);
- (f) all chattel paper;
- (g) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (h) all instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities;
- (i) all financial assets;
- (j) all securities entitlements;
- (k) all investment property;
- (l) all securities accounts in the name of the Obligor, including any and all assets of whatever type or kind deposited in or credited to such securities accounts, including all financial assets, all security entitlements related to such financial assets, and all certificates and other instruments from time to time representing or evidencing the same, and all dividends, interest, distributions, cash and other property from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any or all of the foregoing;
- (m) all rights, contracts (including, without limitation, rights and interests arising thereunder or subject thereto), instruments, agreements, licences, permits, consents, leases, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans and specifications all of which may or may not be personal property but may be rights in which the Obligor has interests, all as may be amended, modified, supplemented, replaced or restated from time to time;
- (n) all rents, present or future, under any lease or agreement to lease any part of the lands of the Obligor or any building, erection, structure or facility now or hereafter constructed or located on such lands, income derived from any tenancy, use or occupation thereof and any other income and profit derived therefrom;

- (o) all intangibles, including but not limited to all money, cheques, deposit accounts, letters of credit, advances of credit and goodwill;
- (p) with respect to the property described in Sections 1(a) to (o) inclusive, all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (q) with respect to the property described in Sections 1(a) to (p) inclusive, all substitutions and replacements thereof and increases, additions and accessions thereto; and
- (r) with respect to the property described in Sections 1(a) to (q) inclusive, all proceeds therefrom including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security;

provided, however that: (A) the security interest created shall not charge, encumber, create an Encumbrance upon or otherwise mortgage any (x) consumer goods which the Obligor may own, and (y) Excluded Accounts; and (B) the said mortgage, charge and security interest shall not extend or apply to:

- (i) the last day of the term of any lease or sublease of real property or any agreement therefor now held or hereafter acquired by the Obligor, but should such mortgage, charge and security interest become enforceable, the Obligor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any Person acquiring such term or the part thereof mortgaged and charged in the course of any enforcement of the said mortgage, charge and security or any realization of the subject matter thereof; or
- (ii) any present or after-acquired agreement, right, franchise, licence or permit (for the purpose of this Section, the "contractual rights") to which the Obligor is a party or of which the Obligor has the benefit to the extent that the creation of the mortgage, charge or security therein would constitute a breach of the terms of or permit any Person to terminate any of the contractual rights or otherwise constitute a breach of or violation under any existing Applicable Law to which the Obligor is subject, provided that all such contractual rights will be held in trust by the Obligor for the benefit of the Agent. Notwithstanding the foregoing, the said mortgage, charge and security interest shall apply to any proceeds of the disposition of any such contractual rights and the Obligor further agrees to hold such proceeds in trust for the Agent, for the benefit of the Lender Parties. In addition, the said mortgage, charge and security interest shall extend to the contractual rights upon delivery by the Agent to the Obligor of written notice to such effect following the occurrence of an Event of Default.

2. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Credit Agreement, and in this Agreement:

- (a) **“Agreement”** is defined in the preamble.
- (b) **“Computer Hardware and Software Collateral”** means:
  - (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;
  - (ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licenced or leased or hereafter acquired by the Obligor, designed for use on the computers and electronic data processing hardware described in clause (i) above;
  - (iii) all firmware associated therewith;
  - (iv) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and
  - (v) all rights with respect to all of the foregoing, including, without limitation, any and all intellectual property rights, copyrights, leases, licences, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.
- (c) **“Control Agreement”** means:
  - (i) with respect to any uncertificated securities included in the Collateral, an agreement between the issuer of such uncertificated securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated securities, without the further consent of the Obligor; and
  - (ii) with respect to any security entitlements in respect of financial assets deposited in or credited to a securities account included in the Collateral, an agreement between the securities intermediary and another Person in respect of such security entitlements pursuant to which such securities intermediary agrees to comply with any entitlement orders with respect to such security entitlements that are originated by the Agent, without the further consent of the Obligor.
- (d) **“Copyright Collateral”** means:

- (i) all copyrights (including without limitation copyrights for semi-conductor chip product mask works and all integrated circuit topography) of the Obligor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, and all copyrights resulting from such applications;
  - (ii) all extensions and renewals of any thereof;
  - (iii) all copyright licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);
  - (iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and, to the extent applicable, clause (iii); and
  - (v) all proceeds of the foregoing, including, without limitation, licences, royalties, income, payments, claims, damages and proceeds of suit.
- (b) **“Credit Agreement”** is defined in the first recital.
- (e) **“Intellectual Property Collateral”** means, collectively, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.
- (f) **“Obligations”** means all of the present and future indebtedness, liabilities and obligations of the Obligor of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, and whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon after or would accrue thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Obligor whether or not allowed or allowable as a claim in any such case, proceeding or other action) to the Lender Parties under, in connection with, relating to or with respect to each of the Loan Documents and any and all Hedge Arrangements and Service Agreements and all agreements relating to VISA, MasterCard and other charge cards issued by any Lender, and any unpaid balance thereof.
- (g) **“Patent Collateral”** means:
- (i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;
  - (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);
  - (iii) all patent licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);



- (iv) the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent licence; and
  - (v) all proceeds of, and rights associated with, the foregoing (including licence royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world.
- (h) **“Payment In Full”** means the indefeasible payment in full of all Obligations in accordance with the Credit Agreement (other than contingent indemnification obligations for which no claim has then been made and ordinary course obligations in respect of Service Agreements and charge card agreements) and termination of all Commitments.
- (i) **“Trademark Collateral”** means:
- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (i) being collectively called a **“Trademark”**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Trade-marks Branch of the Canadian Intellectual Property Office or in any office or agency of Canada or any Province thereof or any foreign country, and all reissues, extensions or renewals thereof;
  - (ii) all Trademark licences and other agreements providing the Obligor with the right to use any items of the type described in clause (i), including each Trademark licence referred to in Item B of Schedule I attached hereto;
  - (iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);
  - (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and
  - (v) all proceeds of, and rights associated with, the foregoing, including any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world.
- (j) **“Trade Secrets Collateral”** means all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by the Obligor against

disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of the Obligor, including without limitation recipes and food processing know-how (all of the foregoing being collectively called a “**Trade Secret**”), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licences, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret licence.

3. In this Agreement, the words “accessions”, “account”, “chattel paper”, “consumer goods”, “document of title”, “equipment”, “goods”, “instrument”, “intangible”, “inventory” and “proceeds” shall have the same meanings as their defined meanings in the *Personal Property Security Act* of the Province of Ontario, as amended, re-enacted or replaced from time to time (the “**PPSA**”), and the terms “certificated security”, “entitlement holder”, “entitlement order”, “financial asset”, “security” (which term includes the plural thereof, “securities”), “securities account”, “securities intermediary”, “security entitlement” and “uncertificated security” whenever used herein have the meanings given to these terms in the *Securities Transfer Act, 2006* (Ontario) (the “**STA**”) as amended, re-enacted or replaced from time to time.

4. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all Obligations.

5. The Obligor hereby represents and warrants to the Lender Parties as at the date of this Agreement and as at the date of the acquisition by the Obligor of Collateral (including any acquisition of Collateral after the date hereof) that:

- (a) all of the tangible Collateral (i) is located at the places specified in Item F of Schedule I hereto, except for goods in transit and goods which are being leased out or are being sold on a conditional sale (or similar) basis, and (ii) is, or when the Obligor acquires any right, title or interest therein, will be the sole property of the Obligor, free and clear of all Encumbrances, except as may be permitted by the Credit Agreement;
- (b) with respect to any material Intellectual Property Collateral, the Obligor has made all necessary and material filings and recordings in Canada or the United States, as applicable, to protect its interest in such Intellectual Property Collateral;
- (c) the security interest created by this Agreement, once properly perfected in accordance with Applicable Law, will be a valid first priority security interest in the Collateral, subject to Permitted Encumbrances;
- (d) the address of the Obligor’s chief executive office, principal place of business and the office where it keeps its records respecting the Receivables is that given at the end of this Agreement;
- (e) the Obligor has not granted “control” (within the meaning of such term under the STA) over any investment property forming part of the Collateral to any Person other than the Agent; and

- (f) except for the filings and registrations necessary to perfect the security interests created herein or otherwise provided for in the Credit Agreement, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required for the grant by the Obligor of the security interest granted hereby in the Collateral or for the execution, delivery and performance of this Agreement by the Obligor.

6. Until Payment In Full, the Obligor covenants with the Lender Parties that it will comply with or perform, or cause to be complied with or performed, the following obligations:

- (a) the Obligor shall maintain, use and operate the Collateral so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof, ordinary wear and tear excepted;
- (b) the Obligor shall keep proper books of account with respect to the Collateral in accordance with generally accepted accounting practice;
- (c) the Obligor shall not sell, lease or otherwise dispose of the Collateral without the prior written consent of the Agent, except as permitted by the Credit Agreement;
- (d) the Obligor shall, upon request by the Agent, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be necessary and reasonably requested by the Agent to give effect to the intent of this Agreement;
- (e) the Obligor acknowledges that no Collateral shall become affixed to any real property not subject to a security interest in favour of the Agent without the prior written consent of the Agent;
- (f) the Obligor will immediately notify the Agent if any Person exercises any right to go into, collect or seize possession of the Collateral by means of execution, garnishment or other legal process;
- (g) except with respect to goods in transit, the Obligor shall keep all Equipment and other tangible personal property of the Obligor in jurisdictions in which all required filings have been made for the perfection of the security interests created hereby;
- (h) with respect to any Equipment or Inventory in the possession or control of any third party, upon the written request of the Agent, acting reasonably, the Obligor shall notify such third party of the Lender Parties' security interest in such Equipment or Inventory and, upon the Agent's request following the occurrence and during the continuance of an Event of Default, direct such third party to hold all such Equipment or Inventory for the Lender Parties' account and subject to the Agent's instructions;
- (i) the Obligor shall not change the location of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving prior written notice to the Agent of the new location and the date upon which such change is to take effect;

- (j) upon the request of the Agent, the Obligor shall deliver to the Agent possession of all originals of all negotiable documents, instruments and chattel paper owned or held by the Obligor (duly endorsed in blank, if requested by the Agent);
- (k) if an Event of Default shall have occurred and be continuing, at the written direction of the Agent, all proceeds of Collateral received by the Obligor shall be delivered in kind to the Agent for deposit to a deposit account (the "**Collateral Account**") of the Obligor maintained with the Agent, and the Obligor shall hold all such proceeds in express trust for the benefit of the Lender Parties until delivery thereof is made to the Agent. All amounts so held by the Agent or by the Obligor in trust for the benefit of the Agent) and all income in respect thereof will continue to be collateral security for the Obligations and will not constitute payment thereof until approved as hereinafter provided. No funds, other than proceeds of Collateral, will be deposited in the Collateral Account;
- (l) following the Agent's exercise of the remedy provided for in Section 6(k) hereof, the Lender Parties shall have the right but not the obligation to apply any amount held in the Collateral Account to the payment of any Obligations which are due and payable or payable upon demand in such order as the Agent may determine in its discretion. The Agent may at any time transfer to the Obligor's general demand deposit accounts any or all of the collected funds in the Collateral Account; provided, however, that any such transfer shall not be deemed to be a waiver or modification of any of the Lender Parties' rights under this Section 6;
- (m) the Obligor shall not, unless the Obligor shall reasonably and in good faith determine (and notice of such determination, in form and substance satisfactory to the Lender Parties shall have been delivered to the Agent) that any of the Intellectual Property is not material to the business of the Obligor and has negligible economic value, do any act, or omit to do any act, whereby any of the Intellectual Property may lapse or become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, as the case may be;
- (n) the Obligor shall notify the Agent immediately if it knows that any application or registration relating to any of the material Intellectual Property Collateral is going to become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, or of any materially adverse determination or development regarding the Obligor's ownership of any material item of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same;
- (o) at the request of the Agent, the Obligor shall execute and deliver to the Agent any document required to acknowledge or register or perfect the Agent's interest in any part of the Intellectual Property Collateral; and
- (p) the Obligor shall defend the title to the Collateral against all Persons and shall, upon reasonable demand by the Agent, furnish further assurance of title and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement.

7. The Obligor will maintain or cause to be maintained with reputable insurance companies insurance with respect to the Collateral against such casualties and contingencies and of such types and in such amounts as are required under the Credit Agreement.

8. The Obligor shall not create or suffer to exist any Encumbrance upon any of the Collateral to secure any indebtedness or liabilities of any Person, except for the mortgages, charges and security interest created by this Agreement and except for Permitted Encumbrances.

9. Following the occurrence of an Event of Default which is continuing: (a) the Agent may notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby; (b) upon written request of the Agent, the Obligor will, at its own expense, notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder; and (c) any payment or other proceeds received by the Obligor from any party obligated on any of the Collateral shall be held by the Obligor in trust for the Lender Parties and paid over to the Agent on request.

10. The Obligor agrees that, forthwith upon request by the Agent, from time to time at its own expense, the Obligor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and reasonably requested by the Agent in order to perfect, preserve and protect any mortgages, charges and security interest created, granted or purported to be created or granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Obligor will:

- (a) if reasonably requested by the Agent, mark conspicuously each chattel paper included in the Receivables and each related contract with a legend, in form and substance satisfactory to the Agent, indicating that such document, chattel paper or related contract is subject to the security interest granted hereby;
- (b) if reasonably requested by the Agent, if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Agent hereunder such promissory note, instrument, negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent;
- (c) execute and file such financing or financing change statements, or amendments thereto, and such other instruments or notices, as may be necessary and reasonably requested by the Agent in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Lender Parties hereby;
- (d) furnish to the Agent, from time to time at the Agent's reasonable request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail;

- (e) direct the issuer of any certificated securities included in or relating to the Collateral as the Agent may specify in its request to register the applicable security certificate in the name of the Agent or such nominee as it may direct;
- (f) direct the issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request to register in the books and records of such issuer the Agent or such nominee as it may direct as the registered owner of the uncertificated security; and
- (g) after and during the continuance of an Event of Default, direct the securities intermediary for any security entitlements in respect of financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request to transfer any or all of the financial assets to which such security entitlements relate as the Agent may specify;

and the Agent will be entitled but not bound or required to exercise any of the rights that any holder of the above may at any time have. The Agent will not be responsible for any loss occasioned by its exercise of such rights or by failure to exercise the same within the time limit for the exercise thereof other than any loss resulting from the gross negligence or wilful misconduct of the Agent.

With respect to the foregoing and the grant of the security interest hereunder, the Obligor hereby authorizes the Agent on behalf of the Lender Parties to file one or more financing or financing change statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Obligor where permitted by Applicable Law.

11. The Obligor agrees that forthwith, upon request from time to time by the Agent acting reasonably, the Obligor shall give its consent in writing to:

- (a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such uncertificated securities, which consent may be incorporated into an agreement to which such issuer, the Agent and the Obligor are parties; and
- (b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such security entitlements which consent may be incorporated into an agreement to which such securities intermediary, the Agent and the Obligor are parties.

12. The Obligor agrees that it shall not consent to:

- (a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral of a Control Agreement in respect of such uncertificated securities with any Person other than the Agent or such nominee or agent as it may direct; or
- (b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account

included in or relating to the Collateral of a Control Agreement with respect to such securities account or security entitlement with any Person other than the Agent or such nominee or agent as it may direct.

13. Unless an Event of Default has occurred and is continuing, the Obligor may use the Collateral in any lawful manner not inconsistent with this Agreement or the Credit Agreement, and the Agent and its representatives shall have the right to inspect the operations of the Obligor, its books and records and the Collateral in the manner and at the times set out in the Credit Agreement.

14. Following the occurrence of and during the continuance of an Event of Default, the Agent may have any Collateral comprising instruments or securities, registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such securities may at any time have, but the Agent shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limit for the exercise thereof.

15. Upon the Obligor's failure to perform any of its duties hereunder the Agent may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Obligor shall pay to the Agent, forthwith upon written demand therefor, an amount equal to the reasonable costs, fees and expenses incurred by the Agent in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate or rates set out in the Credit Agreement.

16. Subject to the provisions of the Credit Agreement, upon the occurrence of an Event of Default that is continuing, the security hereby granted shall immediately become enforceable and the Agent may, in its sole discretion, forthwith or at any time thereafter:

- (a) declare any or all of the Obligations not then due and payable to be immediately due and payable and, in such event, such Obligations shall be forthwith due and payable to the Agent without presentment protest or notice of dishonour;
- (b) commence legal action to enforce payment or performance of the Obligations;
- (c) require the Obligor to disclose to the Agent the location or locations of the Collateral and the Obligor agrees to make such disclosure when so required by the Agent;
- (d) require the Obligor, at the Obligor's sole expense, to assemble the Collateral and deliver or make the Collateral available at a place or places designated by the Agent to the Obligor that is reasonably convenient for the Obligor, and the Obligor agrees to so assemble, deliver or make available the Collateral;
- (e) enter any premises where the Collateral may be situate and take possession of the Collateral by any method permitted by Applicable Law;
- (f) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Obligor or otherwise and take such steps as it considers necessary to maintain, preserve or protect the Collateral;

- (g) seize, collect, realize or dispose of the Collateral by private sale, public sale, lease, or otherwise upon such terms and conditions as the Agent may determine or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and of such times as may seem to the Agent advisable;
- (h) carry on all or any part of the business or businesses of the Obligor and may, to the exclusion of all others, enter upon, occupy and use all or any of such premises, buildings, plant, undertaking and other property of or used by the Obligor as part of or for such time and in such manner as the Agent sees fit, free of charge, and the Agent shall not be liable to the Obligor for any act, omission, or negligence (other than gross negligence or wilful misconduct) in so doing or for any rent, charges, depreciation, damages or other amount in connection therewith or resulting therefrom and any sums expended by the Agent shall bear interest at the rate or rates set out in the Credit Agreement;
- (i) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Obligor;
- (j) borrow money for the purpose of carrying on the business of the Obligor or for the maintenance, preservation or protection of the Collateral and mortgage, charge, pledge or grant a security interest in the Collateral, whether or not in priority to the security created herein, to secure repayment of any money so borrowed;
- (k) where the Collateral has been disposed of by the Lender Parties as provided in Section 16(g), commence legal action against the Obligor for any deficiency;
- (l) pay or discharge any Encumbrance or claims by any Person in the Collateral and the amount so paid shall be added to the Obligations and secured hereby and shall bear interest at the highest rate of interest charged by the Lenders at that time in respect of any of the Obligations until payment thereof;
- (m) take any other action, suit, remedy or proceeding authorized or permitted by this Agreement, the PPSA or by Applicable Law or equity;
- (n) to the extent permitted by Applicable Law, transfer any securities forming part of the Collateral into the name of the Agent or its nominee, with or without disclosing that the securities are subject to a security interest and cause the Agent or its nominee to become the entitlement holder with respect to any security entitlements forming part of the Collateral; and
- (o) sell, transfer or use any investment property included in the Collateral of which the Agent or its agent has "control" within the meaning of subsection 1(2) of the PPSA.

17. Where required to do so by the PPSA or other Applicable Law, the Agent shall give to the Obligor the written notice required by the PPSA or other Applicable Law of any intended disposition of the Collateral.

18. Any notice or communication to be given under this Agreement to the Obligor or the Agent shall be effective if given in accordance with the provisions of the Credit Agreement as to the giving of notice to each (with the exception of the Obligor's address for notice, which is set out on



the signature pages to this Agreement), and the Obligor and the Agent may change their respective address for notices in accordance with the said provisions.

19. If the Agent is entitled to exercise its rights and remedies in accordance with Section 10 hereof, the Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) (each herein referred to as a "**Receiver**") of the Collateral or may by appointment in writing appoint any Person to be a Receiver of the Collateral and may remove any Receiver so appointed by the Agent and appoint another in its stead; and any such Receiver appointed by instrument in writing shall have powers of the Agent set out in Sections 16(b) to (l), inclusive, including, without limitation, the power: (a) to take possession of the Collateral; (b) to carry on the business of the Obligor; (c) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Obligor on the security of the Collateral in priority to the security interest created under this Agreement; and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine; provided that, to the extent permitted and in the manner prescribed by law any such Receiver shall be deemed the agent of the Obligor and no Lender Party shall be in any way responsible for any misconduct or negligence of any such Receiver.

20. Any proceeds of any disposition of any Collateral may be applied by the Agent to the payment of reasonable expenses incurred in connection with retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including the remuneration of any Receiver appointed pursuant to Section 19, solicitor's fees on a solicitor and client full indemnity basis and legal expenses and any other expenses), and any balance of such proceeds may be applied by the Agent towards the payment of the Obligations in such order of application as the Lender Parties may from time to time elect, subject to the provisions of the Credit Agreement. All such expenses and all amounts borrowed on the security of the Collateral under Sections 16 and 19 hereof shall bear interest at the rate or rates set out in the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations and the expenses incurred by the Lender Parties, the Obligor shall be liable to pay any deficiency to the Lender Parties on demand.

21. Subject to Applicable Law, the Agent is authorized, in connection with any offer or sale of any securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such securities. Subject to Applicable Law, the Agent will not be liable or accountable to the Obligor for any discount allowed by reason of the fact that such securities are sold in compliance with any such limitation or restriction.

22. The Obligor further agrees that:

- (a) the Obligor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon Payment in Full;

- (b) any failure by the Agent to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations;
- (c) the Agent may waive, in whole or in part, any breach by the Obligor of any of the provisions of this Agreement, any default by the Obligor in payment or performance of any of the Obligations or any of its rights and remedies, whether provided for herein or otherwise, provided that no such waiver shall be effective unless given by the Agent to the Obligor in writing;
- (d) no waiver given in accordance with Section 22(c) shall be a waiver of any other or subsequent breach by the Obligor of any of the provisions of this Agreement, of any other or subsequent default by the Obligor in payment or performance of any of the Obligations or any of the rights and remedies of the Agent, whether provided for herein or otherwise;
- (e) all rights of the Agent and the Lender Parties hereunder shall be assignable to the extent permitted under the Credit Agreement;
- (f) the Encumbrance created by this Agreement is intended to attach when this Agreement is signed by the Obligor with respect to all items of Collateral in which the Obligor has rights at that moment, and shall attach to all other Collateral immediately upon the Obligor acquiring any rights therein; and
- (g) value has been given.

23. The Obligor acknowledges having received an executed copy of this Agreement and of the financing statement registered under the PPSA evidencing the security interest created hereby.

24. The Obligor hereby irrevocably constitutes and appoints the Agent and each of its officers holding office from time to time as the true and lawful attorney of the Obligor with power of substitution in the name of the Obligor, to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Agent, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the proceeds, including, without limitation:

- (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
- (b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;
- (c) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender Parties with respect to any of the Collateral; and

(d) to perform the affirmative obligations of the Obligor hereunder.

The Obligor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section 24 is irrevocable (until termination of the security interest hereunder) and coupled with an interest. The Obligor hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this Section. The Agent agrees that it shall not exercise the power of attorney granted pursuant to this Section 24 unless an Event of Default has occurred and is continuing.

25. The powers conferred on the Lender Parties hereunder are solely to protect their interests in the Collateral and shall not impose any duty on the Agent to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

26. Notwithstanding any other term or condition of this Agreement, this Agreement shall not relieve the Obligor or any other party to any of the Collateral from the observance or performance of any term, covenant, condition or agreement on its part to be observed or performed thereunder or from any liability to any other party or parties thereto or impose any obligation on the Agent to observe or perform any such term, covenant, condition or agreement to be so observed or performed, and the Obligor hereby agrees to indemnify and hold harmless the Agent from and against any and all losses, liabilities (including liabilities for penalties), costs and expenses which may be incurred by the Agent under the Collateral and from all claims, alleged obligation or undertaking on its part to observe, perform or discharge any of the terms, covenants and agreements contained in the Collateral except as caused by the gross negligence or wilful misconduct of the Agent. The Agent may, at its option, perform any term, covenant, condition or agreement on the part of the Obligor to be performed under or in respect of the Collateral (and/or enforce any of the rights of the Obligor thereunder) without thereby waiving any rights to enforce this Agreement. Nothing contained in this Section 26 shall be deemed to constitute the Agent the mortgagee in possession of the Collateral or the lessee under any lease or agreement to lease unless the Agent has agreed to become such mortgagee in possession or to be a lessee.

27. All rights of the Lender Parties hereunder shall enure to the benefit of their respective successors and permitted assigns, provided that no Lender Party shall be entitled to transfer or assign any of its right, title or interest in, to, or arising under this Agreement except in accordance with the provisions governing assignment contained in the Credit Agreement and all obligations of the Obligor hereunder shall bind the Obligor and its successors and assigns.

28. The Obligor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the security interest created hereby: (a) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation, such that the term the "Obligor" when used herein would apply to each of the amalgamating corporations and the amalgamated corporation; and (b) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to the Lender Parties at the time of amalgamation and any "Obligations" of the amalgamated corporation to the Lender Parties thereafter arising. The security interest shall attach to the additional "Collateral" at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

29. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

30. In the event of any conflict or inconsistency between the provisions hereunder and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail and the provisions of this Agreement will be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency. If any act or omission of the Obligor is expressly prohibited hereunder, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Credit Agreement does not expressly relieve the Obligor from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions hereunder and the provisions of the Credit Agreement.

31. This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Agent and this Agreement is a continuing agreement and security that will remain in full force and effect until Payment In Full.

32. The Obligor will not be discharged from this Agreement except upon Payment In Full in which event the security interest granted hereunder shall be automatically and immediately released, discharged and cancelled and other than with respect to the obligations of the Agent and the Obligor under this Section, this Agreement shall terminate and be of no further force and effect. Furthermore, the Agent shall upon request in writing by the Obligor deliver up this Agreement to the Obligor and deliver the Collateral in its possession to the Obligor and shall at the expense of the Obligor execute and deliver to the Obligor such documents as shall be requisite to discharge the security interests.

33. Notwithstanding the provisions of Sections 31 and **Error! Reference source not found.** hereof, this Agreement shall be reinstated if at any time following the termination of this Agreement under Section 31 or **Error! Reference source not found.** hereof, the performance by the Obligor hereunder or under any other Loan Document is set aside upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of the Obligor or otherwise. Such period of reinstatement shall continue until satisfaction of the conditions contained in, and shall continue to be subject to, the provisions of Sections 31, **Error! Reference source not found.** and 33 hereof.

34. If any provision of this Agreement is determined by a court of competent jurisdiction, from which no appeal exists or is taken, to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

35. The Obligor hereby waives the right to receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms the registration of a financing statement or financing change statement, relating to this Agreement, the Credit Agreement or any other agreement between the Obligor and the Lender Parties.

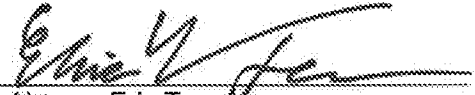
36. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows]*

**IN WITNESS WHEREOF** the parties have caused this Agreement to be duly executed and delivered as of the date first written above.

**CARLTON ONE ENGAGEMENT ULC**

by:



Name: Eric Tencer

Title: Director

*Signature Page to Revolving Borrower GSA (Carlton)*

THE BANK OF NOVA SCOTIA, as Agent

by:  \_\_\_\_\_

Name: Nathalie Hull  
Title: Associate Director

 \_\_\_\_\_

Name: Nick Dinkha  
Title: Director

**SCHEDULE I**  
to  
**GENERAL SECURITY AGREEMENT**

**Item A. Trademarks & Pending Trademark Applications**

TRADEMARK	Country	Owner	Date Applied	File App. No.	Date Registered	Registration Number	Registration Class(es)	Date Expiring
BABYSTAGES	Canada	CGL	May. 11/04	1216318	Jul. 7/05	TMA643863	16,35,41,44	Jul. 7/20
ims & DESIGN	Canada	CGL			Jul. 31/07	TMA693,023	35,41	Jul. 31/22
INTEGRATED MANAGEMENT SYSTEMS	Canada	CGL			Dec. 10/07	TMA703,569	35,41,42	Dec. 10/22
TEAMPOINTS	Canada	CGL		1065547	Jul. 29/03	TMA586,129	35	Jul. 29/18
POWERPOINTS	Canada	CGL		1316553	Oct. 3/07	TMA697,802	9,35,41,42	Oct. 3/22
POWER2MOTIVATE	US	CGL			Feb. 3/09	3,568,850	100,101 & 102	Renewal in process
P2M	US	CGL				3,684,822	9 & 42	Renewal in process
POWER2MOTIVATE	Canada	CGL		1316551	Oct. 3/07	TMA697,800	9,35,41,42	Oct. 2/22
P2M	Canada	CGL		1316552	Oct. 3/07	TMA697,801	9,35,41,42	Oct. 3/22
POWER2MOTIVATE	Australia	CGL			Jun. 19/07	1183345	42	June 19/27
POWER2MOTIVATE	Germany	CGL			Feb. 17/09	006829733	9,42	Apr. 14/18

POWER2MOTIVAT E	Chile	CGL	Mar.23/1 6	1196885	Sept. 16/16	12211336	9	
				1196892	Sept. 16/16	12211337	9	
				1196894	June 20/16	1209910	42	
				1196888	June 20/16	1209911	42	
EVERGROW	Canada	Carlton One	Oct. 28/19	1992652			42	
EVERGROS	US	Carlton One	Nov. 14/19				042	

**Item B. Trademark Licences**

None.

**Item C. Patents & Pending Patent Applications**

<u>Country</u>	<u>Title</u>	<u>Application No</u>	<u>Patent No. (if issued)</u>	<u>Owner</u>
Canada	Computer Implemented System for Self-Managed Incentive Program	N/A	2,738,705	Carlton Group Ltd.

**Item D. Copyrights & Pending Copyright Applications**

None.

**Item E. Trade Secrets**

None.



**Item F.        Locations of Collateral**

60 Columbia Way, 9<sup>th</sup> Floor  
Markham, ON L3R 0C9

662 King Street West  
Toronto, ON M5V 1M7